



THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

April 23, 2014

TO:

RE: Request for Proposals – **Hydraulic Module Replacement for the AGPU**
The University of Alabama in Huntsville
Proposal Number P00100

The University of Alabama in Huntsville is requesting proposals for **Hydraulic Module Replacement for the AGPU**. To obtain a copy of this proposal go to <http://www.uah.edu/business-services/vendors/bid-opportunities>, scroll down and click on the proposal number.

All responses to this Request for Proposal must be furnished to Pamela Hurley in Procurement Services, Business Service Building (John Wright Drive), The University of Alabama in Huntsville, Huntsville, Alabama 35899 by **3:00 P.M. on Wednesday, May 21, 2014**. Proposals may be express mailed to: Procurement Services/Proposal P0100, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, **proposal number**, name of the project, and date.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our website: <http://www.uah.edu/business-services/vendors/bid-opportunities>. The University will determine whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

It is requested that vendors submit an “Intent to Propose” email to Pamela Hurley by May 7, 2014 and follow with a complete response to this Request for Proposal by the proposal deadline.

One original and five copies of the proposal must be submitted to the University. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Pamela Hurley via email: pkh0002@uah.edu subject (**Hydraulic Module Replacement for the AGPU – P00100**).

Sincerely,
Pamela Hurley
Procurement Officer
Procurement Services

REQUEST FOR PROPOSAL AND SPECIFICATIONS

FOR

***Hydraulic Module Replacement for the AGPU #
P00100***

***THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899***

PROPOSALS TO BE RECEIVED AT THE OFFICE OF:

***PROCUREMENT SERVICES
BUSINESS SERVICES BUILDING
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
301 SPARKMAN DRIVE
HUNTSVILLE, ALABAMA 35899***

(256)824-6675

UNIVERSITY OF ALABAMA IN HUNTSVILLE
Request for Proposals (P00100)

Introduction

The University of Alabama in Huntsville is seeking proposals for hydraulic module replacement solutions as a way to assure that all options are fully evaluated. Proposals submitted by qualified vendors must respond to all proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in the RFP.

An original and 5 copies of sealed proposals will be received in Procurement Services, Business Services Building, 301 Sparkman Drive, Huntsville, Alabama, 35899 until 3:00 pm on May 21, 2014. Each proposal submitted will be stamped with the time and date of the receipt. Any proposal received after 3:00 pm will not be considered for an award of a contract.

There will be no pre-proposal conference. Contact Pamela Hurley at University of Alabama in Huntsville to schedule a meeting if you wish to see the AGPU, 256-824-6675 or email pkh0002@uah.edu.

Questions arising subsequent to the issuance of this RFP which could have a significant impact on the responses should be submitted by email to the attention of Pamela Hurley (pkh0002@uah.edu) no later than **May 16, 2014**.

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be provided and will be posted to our website: <http://uah.edu/business-services/vendors/bid-opportunities>.

Proposal Preparation

Proposals shall be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to comply may result in rejection of the proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor(s) capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content.

Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in or attached to that single document (original and 5 copies).

Mail documents to:
Procurement Services/Proposal P00100
Business Services Building
The University of Alabama in Huntsville
301 Sparkman Drive
Huntsville, Alabama 35899
Attention: Pamela Hurley

Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to identify suitable vendors for the establishment of a contract through competitive negotiations for The University of Alabama in Huntsville's (UAH) Rotorcraft Systems Engineering and Simulation Center (RSESC). The proposal information is requested in order to recommend a vendor to provide an upgraded hydraulic module replacement for the US Army's Aviation Ground Power Unit (AGPU). The AGPU, powered by a gas turbine engine (GTE), provides the electrical, hydraulic, and pneumatic resources to maintain the Army's aviation fleet while being serviced on the ground.

There are over 600 AGPUs in the Army Aviation Ground Support Equipment (AGSE) division fleet that would need to be replaced. UAH RSESC is currently under contract with AGSE to help research and plan for this upgraded replacement. Along with the effort to replace the hydraulic module, other RFPs were released to replace the hydraulic pump and the GTE. Copies of the RFPs may be found at: <http://uah.edu/business-services/vendors/bid-opportunities>.

UAH RSESC

UAH RSESC was established in 2003 as an initiative between the US Army's Program Executive Office – Aviation (PEO-AVN), the Aviation and Missile Research, Development, and Engineering Center (AMRDEC), and UAH. Since its inception, UAH RSESC has grown to be a multifaceted research center focused on applying state-of-the-art aerospace research and engineering to our customers' and colleagues' problems and projects.

AGPU Background and Current Situation

The AGPU provides AC and DC power, pneumatic service, and hydraulic service for Army aircraft during maintenance, testing, and pre-flight operations. Hydraulic services are currently facilitated by a hydraulic module and a pump.

The current hydraulic module is an old design facing obsolescence. AGSE would like to upgrade to a newer hydraulic module that is more capable while still fitting within the existing AGPU frame and interfacing with associated equipment. Minimal modification to the module envelope and the AGPU hull may be acceptable to accommodate the new module. AGSE is especially interested in Line Replaceable Units (LRU) that can be powered by the GTE and also operated remotely by hangar power.

Currently the hydraulic pump is driven mechanically and mates to a power pad on the GTE gearbox. The pump provides 500 - 3300 pounds per square inch (psi) pressure, produces flow up to 15.2 gallons per minute (gpm), runs at ~8000 rpm, and is constantly engaged. The pump pressure is relieved during startup to reduce the load on the starting equipment. It should be noted that in this configuration the pump can undergo a hard and damaging shutdown if the GTE shuts down unexpectedly.



Figure 1: The Army AGPU



Figure 2: The AGPU's Current Hydraulic Module

By upgrading and replacing the hydraulic modules in the AGPU, AGSE wants to: improve the AGPU's hydraulic performance, provide for enhanced situational awareness of hydraulic parameters, make maintenance easier, and simplify operations for the soldier.

Along with fulfilling the requirements listed in Table 2 in Appendix A, observation of the following design elements will help to facilitate achievement of the desired upgrade and replacement.

- Replacement of obsolete components
- Reduction of maintenance and servicing via LRU design
- Enhancement of cooling performance to reduce degradation of hydraulic fluid
- Integration of menu-driven control panel capable of automatically configuring hydraulic parameters based on airframe selected for service.
- Capability to monitor and control the hydraulic module both from a control panel local to the hydraulic module and the main AGPU control panel.
- Incorporation of improved filters (Porvair Sinterflo or equivalent), located for ease of replacement
- Incorporation of sensors to facilitate operator situational awareness
 - Particle detection to latest Army and NAVAIR standards
 - Moisture detection
 - Flow monitoring
 - Pressure monitoring
 - Temperature monitoring

Requirements

Appendix A shows the threshold and the objective requirements for the hydraulic module replacement. The “Threshold Requirement” is the minimum or worst case metric/situation that is acceptable. The “Objective Requirement” is the goal metric/situation that is sought. In addition to the list of requirements, the hydraulic module must be designed to military standards and regulations including those listed in *Appendix B*.

Additional photographs of the current hydraulic module are shown in *Appendix C*.

The physical envelope available for the hydraulic module is shown in *Appendix D*. This envelope should be considered a “meet or exceed” requirement (in this case smaller module) with the provision that the envelope could be modified slightly to fulfill the objective requirements.

Appendix E shows the current hydraulic control wiring diagram, and *Appendix F* shows the hydraulic module flow diagram.

Hydraulic Module Upgrade and Replacement Process

The process for replacing the module is planned to occur in three phases:

- I. survey and recommendation – happening now,
- II. test and assessment of recommended module, and
- III. selection, production, and implementation.

This RFP and the survey of its responses are part of the current Phase I activities. One or more visits to prospective vendor engineering and production facilities may also be desired as part of this survey phase.

The Phase II activities for pre-selection of the module replacement are likely to include:

- non-recurring engineering (NRE) for prototype production,
- the purchase of 1 to 3 prototypes for verification testing, and,
- vendor support of verification testing.

The Phase III final selection, production, and implementation award would include:

- award for final acquisition from the Army
- production of hydraulic modules and upgrade of the AGSE fleet, and
- vendor support for fleet upgrade.

Requested Information

UAH RSESC has determined that your company has hydraulic design experience and may be capable of providing an upgraded hydraulic module replacement for the AGSE AGPU. Please note that RSESC cannot guarantee award and can only recommend possible award candidates.

Relative to the hydraulic module requirements in the appendices, **UAH RSESC must have the following information:**

1. How will your company achieve the hydraulic module replacement upgrade? (Please limit to 5 pages or less.)
2. What similar work has been performed by your company within the past 5 years? (Please limit to 1 page or less.)
3. What would be the estimated cost to produce the first prototype? Please include any cost such as NRE, retooling, etc.
4. If awarded, how long would it take to produce the first prototype? (A proposed timeline is preferred.)
5. What issues or special considerations would your company have or need in fulfilling the objective requirements?
6. Does your design require additional space outside of the provided envelope?

Responding to this RFP

Proposals responding to this RFP should be 10 pages or less and submitted to Pamela Hurley, at the address below.

Key Contact

Please submit the response and any questions or comments to:

Pamela Hurley
Procurement Services
301 Sparkman Drive
Huntsville, AL 35899
Desk: 256-824-6675
Fax: 256-824-6151
pkh0002@uah.edu

Please contact Pamela Hurley to schedule a viewing of the AGPU and a meeting with RSESC personnel.

Determination of Best Proposal

Phase I of the proposal by The University of Alabama in Huntsville’s evaluates the best qualified and suited vendors among those submitting possible solutions. Post proposal negotiations may be conducted with any or all vendors, which might include an On-site visit. The best proposal will be submitted by cost, and proposal information. Vendor recommendations will be decided and the best qualified will be presented to the Army. This is an evaluation phase.

Determination of Best Proposal: Evaluation Criteria

Any contracts resulting from this Request for Proposal will be awarded to the Vendor that has the best capability relative to the intent of the proposal and its requirements and objectives. Ranking of proposals will be based on the following criteria.

Table 1: Proposal Evaluation Criteria

Proposal Evaluation Criteria	Point Value
Capability to meet the <i>threshold</i> requirements	15
Capability to meet the <i>objective</i> requirements	15
Completeness and detail in answering the seven questions of the <i>Required Information</i>	10
Relevant experience	15
Similar work performed within the past 5 years	10
Cost	10
Proposed method of achieving upgrade	15
Lack of issues or special considerations to perform the upgrade	5
Quality and completeness of proposal	5
TOTAL	100

Appendix A

Table 2: Threshold and Objective Requirements for the Upgraded Hydraulic Module (HM) Replacement

AGPU HMR Basic Requirements			
Item	Performance Parameter	Threshold	Objective
1	Dimensions	Fit within volume available - see Appendix C and D for HM bay illustration and envelope	Same as Threshold
	HM Bay Opening Height	31.250 inches	Same as Threshold
	HM Bay Opening Depth	See Appendix D	See Appendix D
	HM Bay Opening Width	26.185 inches	Same as Threshold
2	Operating Pressure*	500 - 3630 psi	500 -4125 psig
3	Flow Rate	16.7 gal/min	19.0 gal/min
4	Input Power	28 VDC	Same as Threshold
5	Ambient Operating Temperature	-35°F to 120°F	-40°F to 131°F
6	Storage Temperature	-35°F to 160°F	-40°F to 160°F
7	Hydraulic Fluid Compatibility	MIL-PRF-5606, MIL-PRF-83282, and MIL-PRF-87257	Same as Threshold
8	Maximum Hydraulic Fluid Temperature	≤ 275°F	≤ 250°F
9	Operational Duration	Continuous	Same as Threshold
10	Operating Attitude	Up to 15 ⁰ from horizontal, any azimuth	Same as Threshold
System design and fabrication must conform to Mil-Studs			
Note: the present HM weighs ~ 340 pounds. The new design will need to be a Line Replaceable Unit (LRU) manageable with Army assets.			
* Operating pressure applies to the end of a 60' hose. The supply is 1/2" inner diameter and the return is 3/4" inner diameter.			

Appendix A (Con't)

AGPU HMR Additional Capabilities Requirements		
Item	Additional Capability	Threshold = Objective
11	Component Replacement	Modular LRU design concept
12	Automatic Hydraulic Load Disable	Auto-disable the hydraulic load and reset pressure to 500 psi if operating parameters are exceed
13	Hydraulic Pump Automatic Disengage	Provide control signal for pump shut down
14	Emergency Shutdown	Ability to withstand sudden power loss
15	Manual Override	Allows full manual override for hydraulic system control
16	Safety	Shall not increase hazards in any mode of operation
17	Hydraulic Module Wiring and Electronics	Shall be upgraded to solid state
18	Electrical Connectors	Military-specification connectors (Cannon or similar)
19	Hydraulic Module System Status Indication	Status reported to the monitor displays with appropriate color coded display screens for warnings, cautions, and advisories - any lamp indicators used should be LED
20	Hydraulic System Purification	Provide physical interfaces to support internal or external purifying equipment
21	Fill Indicators	For hydraulic fluid
22	Quick-Disconnects	Military-specification quick-disconnects (fluid connections)
23	Hydraulic Fluid Replenishment Interfaces	Shall allow replenishment with Reservoir Servicing Unit (RSU) or by hand
24	Pressure Adjustment	Compensator Motor
25	Pressure Connection	SVHC12-12M (Snap-tite) or equivalent
26	Return Connection	SVHC24-24EM (Snap-tite) or equivalent
27	Warnings, Cautions, Advisories	Advise operator at control panels when parameters exceeded
28	Particle Removal	Shall utilize AGPU 2 filters as per MIL-DTL-8815/33(AV), like <i>Porvair Sinterflo</i>
29	Hour Meter	Counts and shows elapsed time of usage for Hydraulic Module
30	Flow Monitoring	Display hydraulic flow rate, gal/min
31	Hydraulic Fluid Temperature Sensor	Electronic sensor, °F
32	Particle Counter	Capable of detecting particulates per ISO 4406 (14/12/9 ~ NAS 3) and displaying count
33	Water Detection	Capable of water detection, ppm

Appendix A (Con't)

34	Hydraulic Control Module	
34a	Auto-Adjust Settings	Programmed with preset aircraft hydraulic parameters
34b	Hydraulic Fluid Temperature Indicators	Hydraulic fluid temperature reported to the monitor displays with appropriate color coded display screens for warnings, cautions, and advisories - any lamp indicators used should be LED
34c	External Command & Control Capability	Capability to receive external command and control of HM from the AGPU Main Control Panel via Ethernet bus communications.
		The HMR shall provide the interfaces necessary to supply digital information regarding the status of essential operating parameters (e.g., pressure, temperature, flow rate, moisture content, particle count) for use by the main electronic control panel.
34d	Control and Monitoring Display	A menu driven display will be integrated within the Hydraulic Control Module

The hydraulic module must operate in all weather conditions (to include but not limited to: rain, snow, sleet, freezing rain, and hail) and in daylight, night, and conditions of limited visibility (sand, dust, fog, natural and man-made obscurants) without degrading the operational performance of the platform.

Appendix B

Table 3: Guiding Documents for Military Design

Reference	Title
DoD Directive 3222.3	DoD Electromagnetic Environmental Effects (E3) Program
MIL-STD-464A	DoD Interface Standard: Electromagnetic Environmental Effects, Requirements for Systems
MIL-STD-461F	DoD Interface Standard: Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-HDBK-235	DoD Handbook: Military Operational Electromagnetic Environment Profiles General Guidance
	Table of Equipment (TOE) tools
MIL-STD-130	DoD Standard Practice: Identification Marking of U.S. Military Property
MIL-HDBK-784	Military Handbook: Guidelines-Design to Minimize Contamination and to Facilitate Decontamination of Military Vehicles and other Equipment
AR 385-10	The Army Safety Program
DA PAM 385-16	Dept. of Army, System Safety Management Guide
MIL-STD-882D	DoD Standard Practice: System Safety
MIL-STD-1474D	DoD Design Criteria Standard - Noise Limits
AR 25-2	Army Regulation, Information Assurance
AR 40-10	Health Hazard Assessment Program in Support of the Army Acquisition Process
NATICK TR-89	1988 Anthropometric Survey of US Army Personnel: Methods and Summary Statistics (044)
MIL-STD-1472G	DoD Design Criteria Standard, Human Engineering
MIL-DTL-8815/33(AV)	Detail Specification Sheet: Filter Elements, Non-Cleanable, Fluid Pressure, Hydraulic Line, 3500 psi, 5 Micron Absolute, -65°F to 275°F, Aviation Ground Power Unit (AGPU)

Appendix C

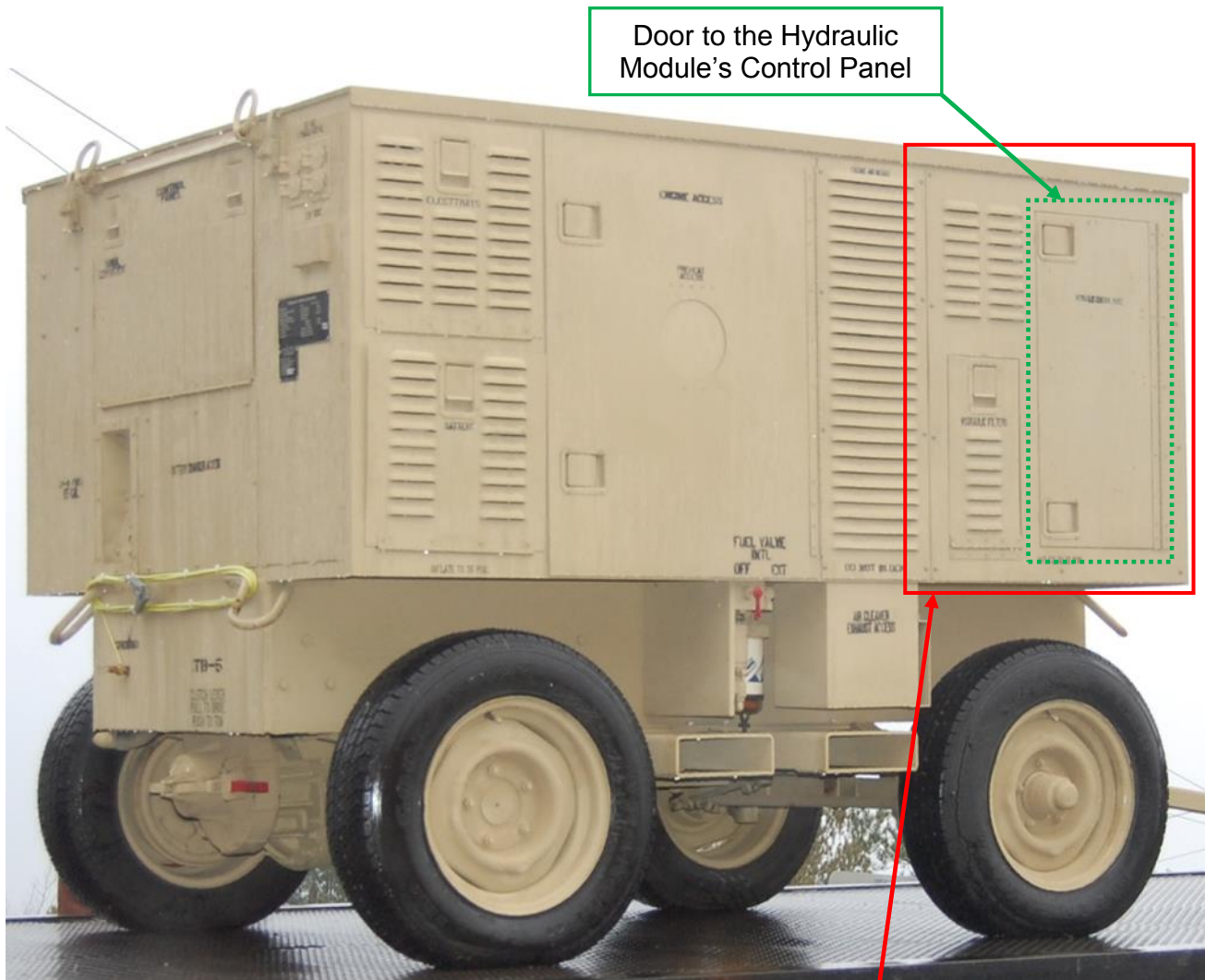


Figure 3: Current AGPU

Removable panel covering the Hydraulic Module



Figure 4: Current Hydraulic Module Control Panel

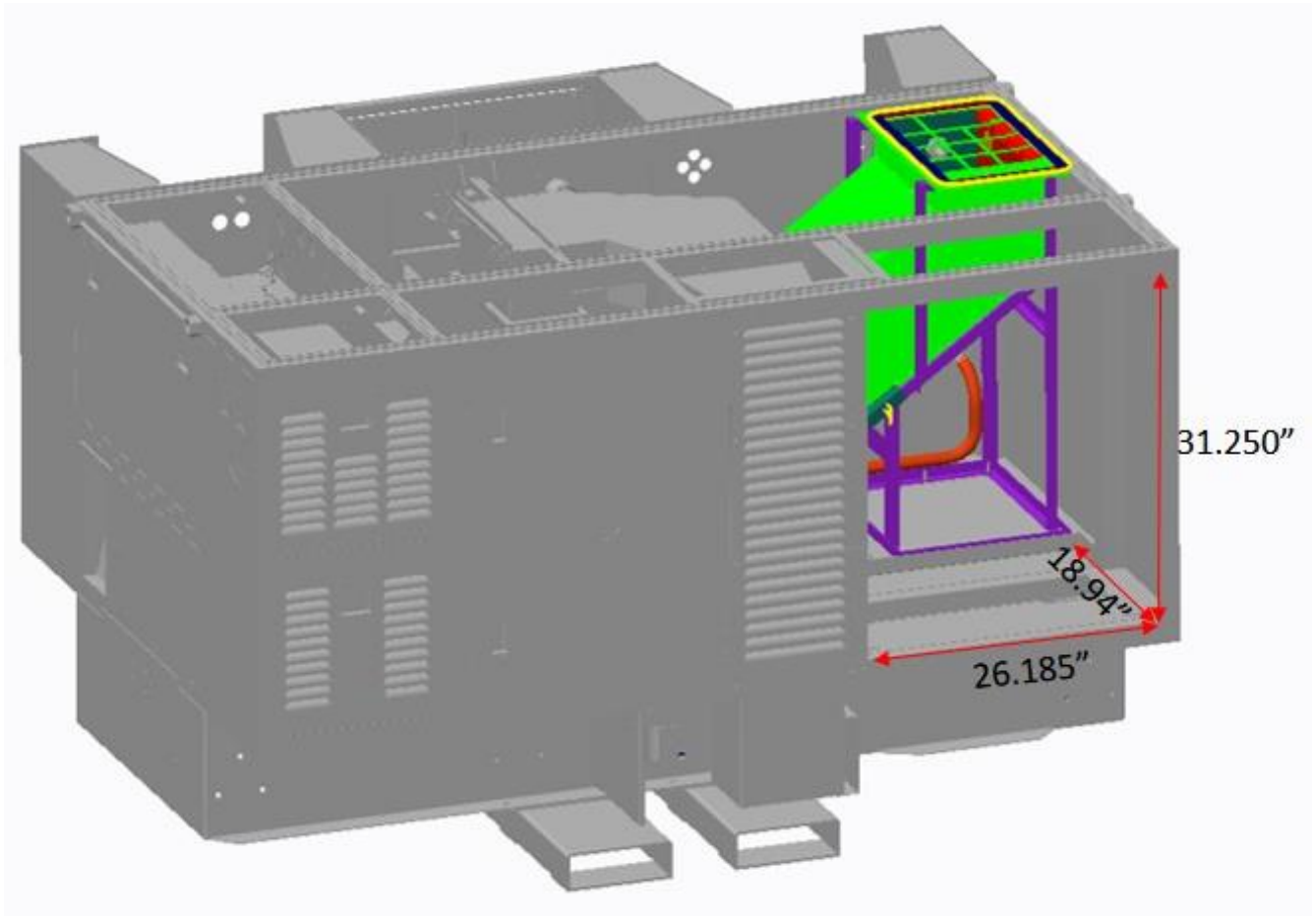


Figure 5: Model of AGPU showing Hydraulic Module Space

Appendix D

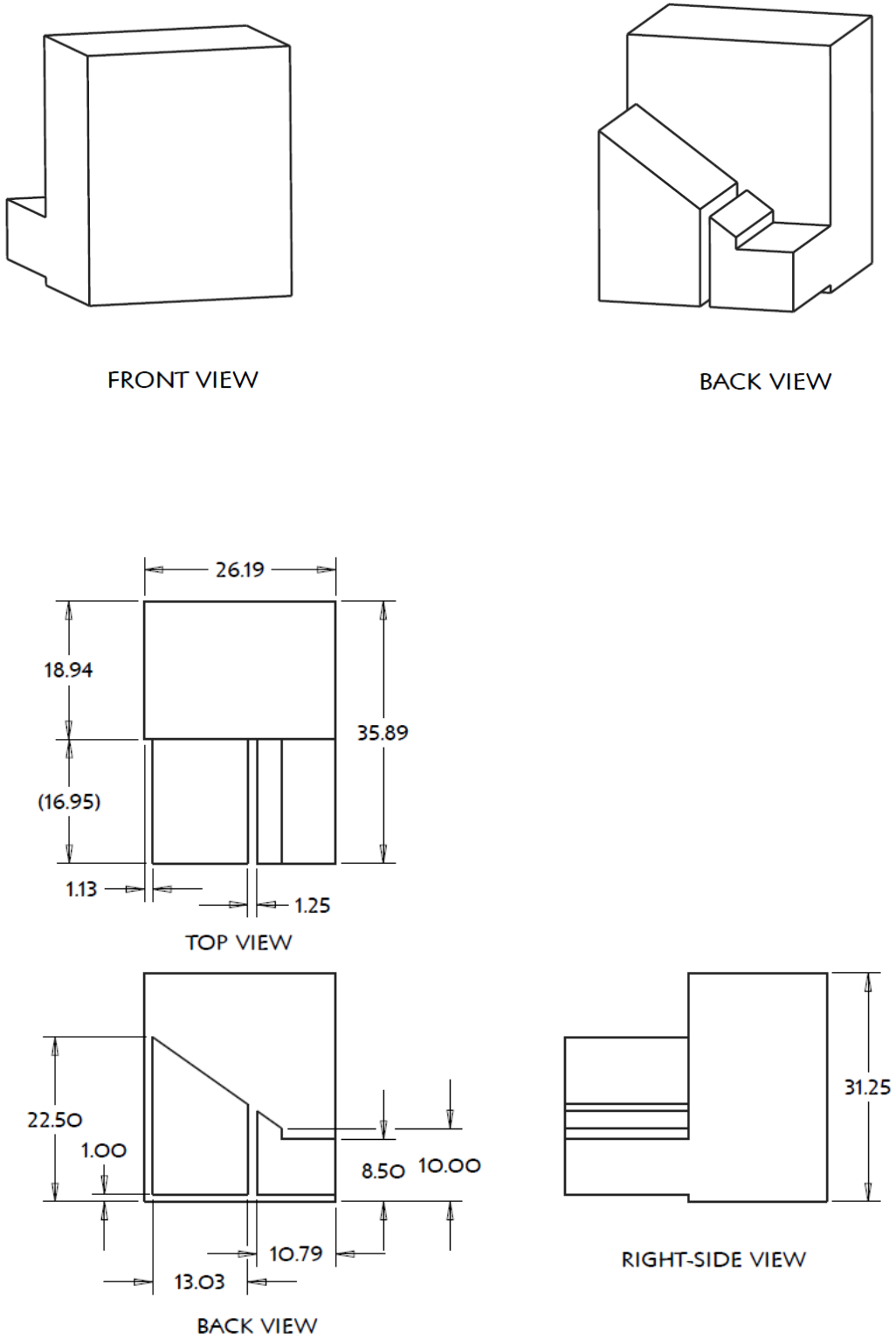


Figure 6: Physical Envelope Available for Hydraulic Module (units are in inches)

Appendix E

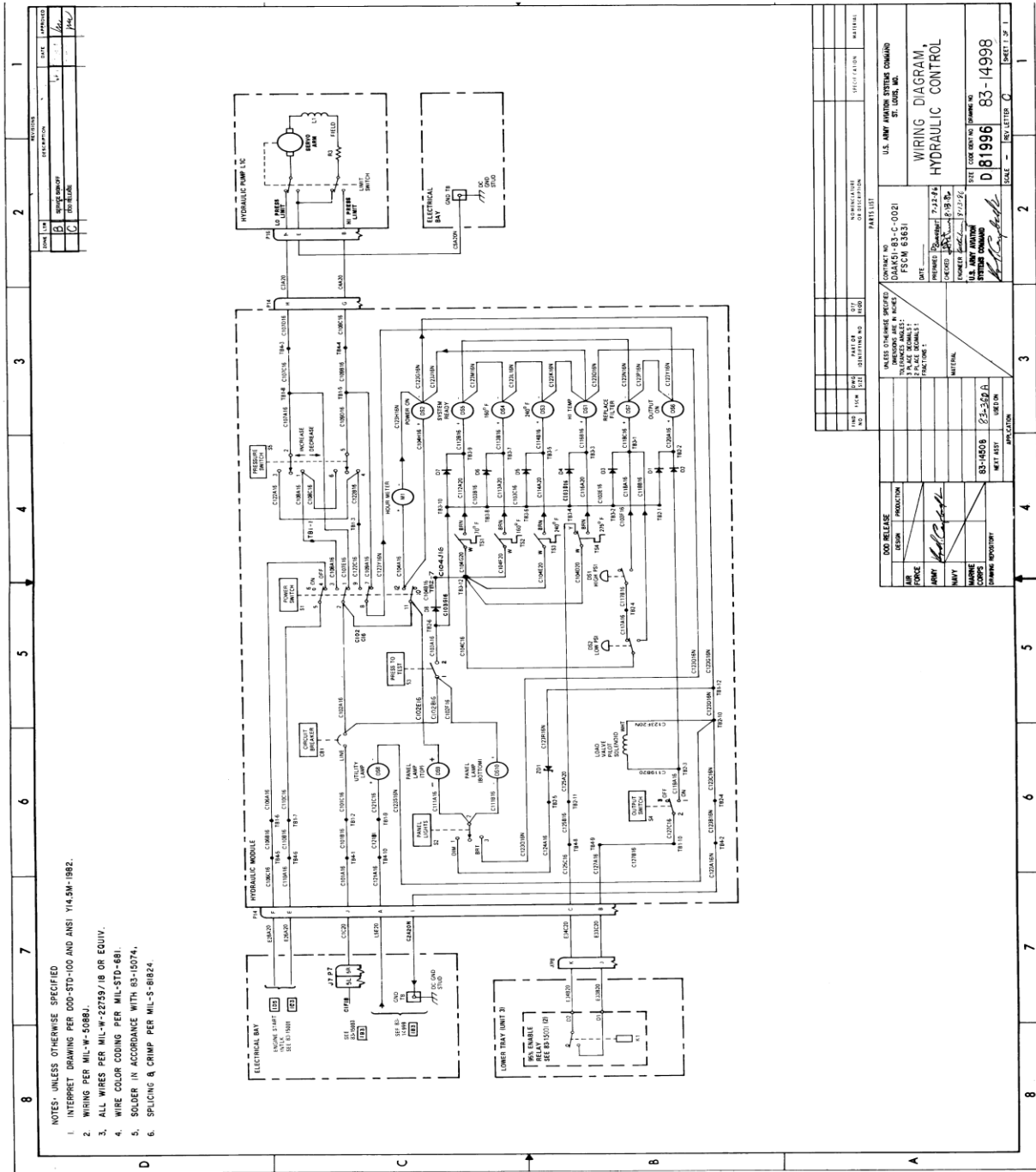


Figure 7: Hydraulic Control Wiring Diagram (see additional attached .pdf)

Appendix F

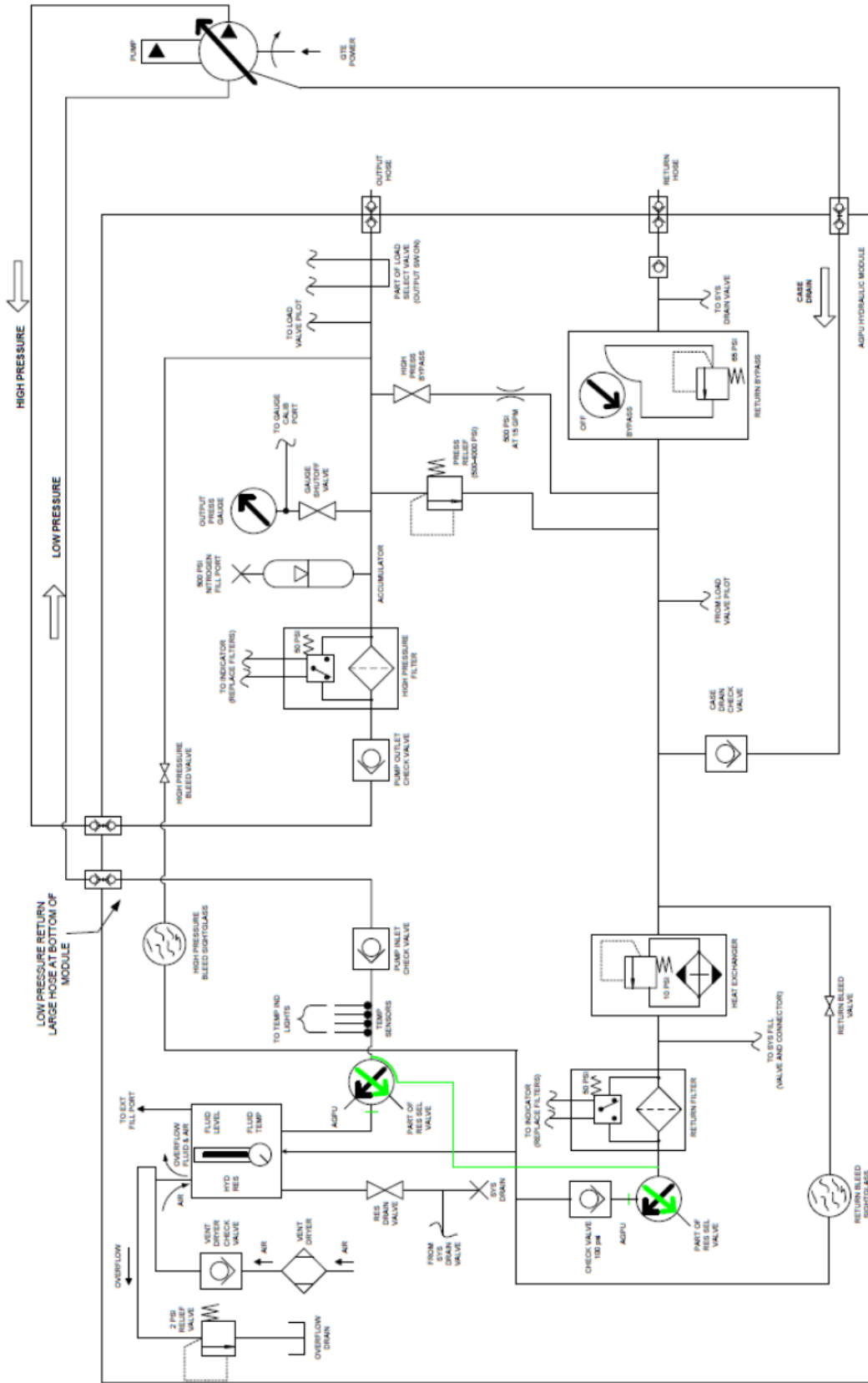


Figure 8: Flow Schematic of the Current Hydraulic Module

Appendix G: General Terms and Conditions for Contracting with UAH

This information is provided for reference should a contract be awarded as the result of this RFP.

Access to Facilities

The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from the University's premises under the Contractor's control.

Applicable Law

Any contract awarded in relation to this request, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

Vendor represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this proposal.

The vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964" and regulations issued there under are made a part of this Contract by reference.

Assignment

No contract may be assigned; sublet or transferred without the written consent of the University.

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award will be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University's opinion made the best proposal and award the contract.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. Each proposal received will be graded for their response to the proposal requirements, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the numerical value of your response. The proposal with the highest numerical value will be considered the overall best response, and assuming all other requirements are met, will be awarded the contract.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

Proposals are evaluated and award decisions are made in the best overall interest of The University of Alabama in Huntsville. The University reserves the right to reject any and all proposals in whole or in part and to waive any informality in the proposal.

The successful vendor will be required to execute a purchase order agreement in conformance with the provisions of this Request for Proposals. During the period of the agreement, no changes will be permitted in any of the conditions and specifications unless the vendor receives written approval from the University.

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulations can be reviewed by accessing Procurement Services website at <http://www.uah.edu/admin/bussvcs/bidawards.htm>. Scroll down to appropriate bid information.

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the vendor is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Claims

Any alleged claim against UAH for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

Compliance with Law

With respect to all activities carried out under this Contract and/or on UAH premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

Consent

Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Conduct on Premises

- (a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
- (b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor shall promptly repair, to the specifications of the University's Director of Building Maintenance and Construction, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractors failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.

- (c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify University officials and thereafter furnish a full written report of such accident.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within five (5) days, the University, by written notice, may terminate the contract after an additional five (5) days.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, Americans with Disabilities Act, American National Standards Institute, etc. and any federal and local codes and ordinances.

Default of Contractor

Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Disclosure Statement

Vendors are required to file with Purchasing Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

Encumbrances

The Contractor shall at all times keep UAH free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against The University of Alabama in Huntsville's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the UAH may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by UAH in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to UAH.

Ethics Certification

The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Force Majeure

The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of

god, government action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.

Hold Harmless Clause

The vendor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Vendor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

Notices

Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to UAH, to the attention of the department representative, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Permits, Licenses, Taxes, and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law. The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama. The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes. The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Questions

Any questions concerning the **Hydraulic Module Replacement for the AGPU P00100** Proposal should be submitted via email to Pamela Hurley at pkh0002@uah.edu (subject: **Hydraulic Module Replacement for the AGPU P00100**). Written replies of general significance will be forwarded to all vendors invited under this request.

Rejection of Proposals

The University reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals at its sole discretion.

Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation, or limit the Contractor's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Contractor to sign Proposal Form in the designated signature location.
- Any proposal determined by the University to be unreasonable as to commission and/or guarantee.
- Proposals received that are determined to be from Contractors who are not responsible.

Technicalities or minor irregularities in a Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

Remedies

All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

Representation and Warranties

The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

Restrictions on Communications with University Staff

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the bid with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Procurement Services representative, any University Procurement Official representing the University administration, or others authorized in writing by the Procurement Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://uah.edu/business-services/vendors/bid-opportunities>. Scroll down and click on the proposal number.

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

State of Alabama Immigration Law

Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Survival of Terms

All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

Unenforceable Provision

If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Waiver

The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

Proposal Form
REQUEST FOR PROPOSAL

I (WE),

OF

Address

City, State

OFFER TO CHARGE THE UNIVERSITY OF ALABAMA IN HUNTSVILLE THE FOLLOWING:

CHARGE OF \$ _____, FOR A ONE YEAR PERIOD BEGINNING _____ . THIS PROPOSAL IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL. THE ATTACHED INFORMATION ADDRESSES THE SPECIFIC POINTS OF THE RFP, PROVIDES ADDITIONAL INFORMATION ABOUT THE CONTRACTOR, PROVIDES SUPPLEMENTARY PROPOSALS (IF ANY) AND GENERALLY PROVIDES INFORMATION BELIEVED TO ACQUAINT THE UNIVERSITY WITH THE CONTRACTOR.

BY:

Signature

Printed Name

Title

Company

Phone and Fax Number

Email

Date

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

F.O.B. Point	TERMS	WARRANTY	
UAH DESTINATION			
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION UNTIL	EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:		

* Your company reference number, if applicable with this bid quotation.

NOTE: Please indicate your company classification in the appropriate box above: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company)

certifies to the Board of Trustees of the University of Alabama that the Company is not located in Alabama and that the Company does not employ an individual or individuals within the State of Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAH/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract # __P00100_____

2. Name of Contractor/Grantee _____
Address _____

Phone _____

3. Nature of contract/grant
_____ **Hydraulic Module Replacement for the AGPU** _____

4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

This disclosure form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent

Date

This form must be completed and returned before any contract(s) will be issued by the University.